		This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below: <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Owners and Contractors Protective Liability <input type="checkbox"/> Liquor Liability <input type="checkbox"/>				
CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
		a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre			
<b>DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY)</b>  Loc 2B: See Loc 2A	63010	1.00 (u)	17.094	INCL.	17.00	INCL.
<b>BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY)- OTHER THAN NOT-FOR-PROFIT</b>  Loc 3A: Rts 40 & 7 Mawa, Bear DE	61217	10,068.00 (a)	17.745	INCL.	179.00	INCL.
<b>VACANT LAND - OTHER THAN NOT-FOR-PROFIT</b>  Loc 3B: See Loc 3A	49451#	15.00 (t)	2.191	INCL.	33.00	INCL.
<b>Minimum Premium \$</b> 208.00 / \$ 312.00			<b>Total Advance Premium \$</b>		<b>Cont.</b>	
<b>Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address)</b> See Above Schedule						
<b>Your Interest In These Premises:</b> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
<b>Part You Occupy:</b> Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

INSURANCE <b>Selective</b>		This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below: <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Owners and Contractors Protective Liability <input type="checkbox"/> Liquor Liability <input type="checkbox"/>					
CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM		
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	
<b>REAL ESTATE DEVELOPMENT PROPERTY</b>  Loc 5A: Old Airport Rd & I-95 New Castle, DE	47051	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres 3.00 (t)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre 14.587	INCL.	44.00	INCL.	
<b>VACANT LAND - OTHER THAN NOT-FOR-PROFIT</b>  Loc 6A: Taylortowne Smalleys Dam Rd, Newark, DE	49451#	19.00 (t)	2.191	INCL.	42.00	INCL.	
<b>VACANT LAND - OTHER THAN NOT-FOR-PROFIT</b>  Loc 7A: Rivers End, Smalleys Dam Road, Newark, DE	49451#	12.00 (t)	2.191	INCL.	26.00	INCL.	
Minimum Premium \$		208.00 / \$	312.00	Total Advance Premium \$		Cont.	Cont.
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule							
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>							
Part You Occupy: Portion							
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.							

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
<b>INSURANCE Selective</b>						
This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below: <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Owners and Contractors Protective Liability <input type="checkbox"/> Liquor Liability <input type="checkbox"/>						
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 8A: Wellington Woods Off Rt 40, Bear, DE	49451#	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres  19.00 (t)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  2.191	INCL.	42.00	INCL.
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 8B: See Loc 8A	49451#	40.00 (t)	2.191	INCL.	88.00	INCL.
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 9A: Summit Bridge Road, West, Middletown, DE	49451#	111.00 (t)	2.191	INCL.	243.00	INCL.
Minimum Premium \$ 208.00 / \$ 312.00			Total Advance Premium \$		Cont.	Cont.
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule						
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
Part You Occupy: Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

INSURANCE <b>Selective</b>		This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below: <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Owners and Contractors Protective Liability <input type="checkbox"/> Liquor Liability <input type="checkbox"/>				
CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 10A: Summit Bridge Road, Central, Middletown, DE	49451	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres  16.00 (t)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  2.191	INCL.	35.00	INCL.
REAL ESTATE DEVELOPMENT PROPERTY  Loc 11A: Lot 1, Route 1, Rehoboth Shores Estates, Rehoboth, DE	47051	19.00 (t)	14.587	INCL.	277.00	INCL.
BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY)- OTHER THAN NOT-FOR-PROFIT  Loc 13A: 467 Airport Road, New Castle, DE	61217	4,000.00 (a)	17.745	INCL.	71.00	INCL.
Minimum Premium \$ 208.00 / \$ 312.00			Total Advance Premium \$		Cont	Cont.
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule						
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
Part You Occupy: Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						


INSURANCE <b>Selective</b>		This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below: <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Owners and Contractors Protective Liability <input type="checkbox"/> Liquor Liability <input type="checkbox"/>				
CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY)  Loc 14A: 800 Ocean Drive, Bethany Beach, DE	63010	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres  1.00 (u)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  17.094	INCL.	17.00	INCL.
DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY)  Loc 15A: Bear-Corbott Road, New Castle, DE	63010	1.00 (u)	17.094	INCL.	17.00	INCL.
VACANT LAND - OTHER THAN NOT- FOR-PROFIT  Loc 15B: See Loc 15A	49451#	42.00 (t)	2.191	INCL.	92.00	INCL.
Minimum Premium \$ 208.00 / \$ 312.00			Total Advance Premium \$		Cont	Cont
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule						
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
Part You Occupy: Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 16A: St Georges Hundred, St Georges, DE	49451#	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres  30.00 (t)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  2.191	INCL.	66.00	INCL.
DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY)  Loc 17A: 2569 Dupont Highway, Middletown, DE	63010	1.00 (u)	17.094	INCL.	17.00	INCL.
REAL ESTATE DEVELOPMENT PROPERTY  Loc 18A: 1911 Kirkwood Hwy. (Richards Lane) Newark, DE	47051	6.50 (t)	14.587	INCL.	95.00	INCL.
Minimum Premium \$ 208.00 / \$ 312.00			Total Advance Premium \$		Cont	Cont
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule						
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
Part You Occupy: Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

INSURANCE <b>Selective</b>		This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below: <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Owners and Contractors Protective Liability <input type="checkbox"/> Liquor Liability <input type="checkbox"/>				
CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 18B: See Loc 18A	49451#	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres  10.00 (t)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  2.191	INCL.	22.00	INCL.
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 19A: Route 273, New Castle, DE	49451#	20.00 (t)	2.191	INCL.	44.00	INCL.
DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY)  Loc 20A: 57 Hillary Circle, Bear Crossing, DE	63010	1.00 (u)	17.094	INCL.	17.00	INCL.
Minimum Premium \$ 208.00 / \$ 312.00			Total Advance Premium \$		Cont.	Cont.
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule						
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
Part You Occupy: Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

INSURANCE Selective		This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below: <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Owners and Contractors Protective Liability <input type="checkbox"/> Liquor Liability <input type="checkbox"/>				
CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
MODEL HOMES  Loc 21A: 2 Hillary Circle, Bear Crossing, DE	46362	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres  1.00 (u)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  63.161	INCL.	63.00	INCL.
MODEL HOMES  Loc 22A: 308 Hackberry Drive, Rutledge, DE	46362	1.00 (u)	63.161	INCL.	63.00	INCL.
DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY)  Loc 23A: 4 Highland Way, Pemberley, Newark, DE	63010	1.00 (u)	17.094	INCL.	17.00	INC
Minimum Premium \$		208.00 / \$	312.00	Total Advance Premium \$		Cont
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule						
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
Part You Occupy: Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						



	This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below: <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Owners and Contractors Protective Liability <input type="checkbox"/> Liquor Liability <input type="checkbox"/>						
CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM		
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	
<b>REAL ESTATE DEVELOPMENT PROPERTY</b>  Loc 24A: Stone Mill Development, Bear, DE	47051	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres  32.00 (t)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  14.587	INCL.	467.00	INCL.	
<b>MODEL HOMES</b>  Loc 25A: Lot 24, 5 West Richards Lane, Wilmington, DE	46362	1.00 (u)	63.161	INCL.	63.00	INCL.	
<b>MODEL HOMES</b>  Loc 26A: Lot 140, Lea Eara Farms, Middletown, DE	46362	1.00 (u)	63.161	INCL.	63.00	INCL.	
Minimum Premium \$		208.00 / \$	312.00	Total Advance Premium \$		Cont	Cont
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule							
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>							
Part You Occupy: Portion							
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.							

INSURANCE Selective		This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below: <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Owners and Contractors Protective Liability <input type="checkbox"/> Liquor Liability <input type="checkbox"/>				
CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
<b>MODEL HOMES</b>  Loc 27A: Lot 14, Bellwether Manor, Bear, DE	46362	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres  1.00 (u)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  63.161	INCL.	63.00	INCL.
<b>MODEL HOMES</b>  Loc 29A: Lot 13, Bellwether Manor, Bear, DE	46362	1.00 (u)	63.161	INCL.	63.00	INCL.
<b>REAL ESTATE DEVELOPMENT PROPERTY</b>  Loc 30A: Striper Run, Waterman Estates, Rock Hall, MD	47051	10.00 (t)	14.086	INCL.	141.00	INCL.
Minimum Premium \$ 208.00 / \$ 312.00			Total Advance Premium \$		Cont	Cont
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule						
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
Part You Occupy: Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

INSURANCE <b>Selective</b>		This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below: <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Owners and Contractors Protective Liability <input type="checkbox"/> Liquor Liability <input type="checkbox"/>				
CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
VACANT BUILDINGS - NOT FACTORIES - OTHER THAN NOT- FOR-PROFIT  Loc 31A: 2160 New Castle Ave, New Castle, DE	68606	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units  31,035.00 (a)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit  6.918	INCL.	215.00	INCL.
Minimum Premium \$ 208.00 / \$ 312.00			Total Advance Premium \$		7,254.00	2,313.00
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule						
Your Interest in These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
Part You Occupy: Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

POLICY NUMBER: S 1352759

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

BENEFICIAL NATIONAL BANK,  
ITS SUCCESSORS & ASSIGNS  
301 NORTH WALNUT STREET  
P.O. BOX 1551  
WILMINGTON, DE 19899-1551

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

POLICY NUMBER: S 1352759

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

MARYLAND NATIONAL BANK  
P.O. BOX 987  
BALTIMORE, MD 21203

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

POLICY NUMBER: S 1352759

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

MAIN LINE FEDERAL SAVINGS BANK  
LANCASTER AVENUE & ROUTE 320  
VILLANOVA, PA 19085

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

POLICY NUMBER: S 1352759

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

COMMERCE BANK, N/A  
1701 ROUTE 70 EAST  
CHERRY HILL, NJ 08034

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

POLICY NUMBER: S 1352759

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

NEW CASTLE DEPARTMENT OF PUBLIC WORKS  
ROOM 130  
2701 CAPITOL TRAIL  
NEWARK, DE 19711

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.



**POLLUTION EXCLUSION  
(LIMITED FORM)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
GARAGE COVERAGE PART

All exclusions and any modifications to those exclusions which are a part of this coverage part and relate to the actual, alleged or threatened discharge, dispersal seepage, migration, release or escape of "pollutants" are replaced by the following exclusion:

We shall have no obligation under this coverage part:

- a. to investigate, settle or defend any claim or suit against any insured alleging actual or threatened injury or damage of any nature or kind to persons or property which:
  - 1. arises out of the "pollution hazard;" or
  - 2. would not have occurred but for the "pollution hazard;" or
- b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage; or
- c. for any losses, costs or expenses arising out of any obligation order, direction or request of or upon any insured or others, including but not limited to any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any "pollutants" arising out of the discharge, dispersal, seepage, migration, release or escape of such "pollutants."

Parts a. and b. above, of this exclusion do not apply to:

- A. Injury or damage caused by heat, smoke or fumes from a hostile fire. A hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be, provided such hostile fire arises:
  - 1. at or from premises owned, rented or occupied by you; or
  - 2. at or from any site or location on which you or any contractor or subcontractors working directly or indirectly on your behalf are performing operations.
- B. Injury or damage arising from the actual discharge or release of any Pollutants" that:
  - 1. takes place entirely inside a building or structure; and
  - 2. the injury or damage is the result of an exposure which takes place entirely within a building or structure; and
  - 3. results from an actual discharge or release beginning and ending within a single forty-eight (48) hour period; and
  - 4. the exposure occurs within the same forty-eight (48) hour period referred to in 3. above; and
  - 5. the company or it's agent is notified of the injury or damage within thirty (30) days of the actual discharge or release; or, in the case of bodily injury, the bodily injury is treated by a physician or death results within thirty (30) days of the exposure.

All other terms, conditions and exclusions of the policy apply to this endorsement.

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM****COMMERCIAL GENERAL LIABILITY**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

**SECTION I - COVERAGES****COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result.
- But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory;" and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

**2. Exclusions.**

This insurance does not apply to:

**a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the insured would have in the absence of the contract or agreement.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers Compensation and Similar Laws**

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

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"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
    - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
    - (ii) If the operations are to test for, monitor, clean up, remove,

contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work;" or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product;"

(2) "Your work;" or

(3) "Impaired property;"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

**COVERAGE B. PERSONAL AND ADVERTISING  
INJURY LIABILITY****1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services; but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions.**

This insurance does not apply to:

- a. "Personal injury" or "advertising injury:"
- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
  - (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or
  - (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

**COVERAGE C. MEDICAL PAYMENTS****1. Insuring Agreement.**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions.**

We will not pay expenses for "bodily injury:"



- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

#### SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

- 1. All expenses we incur.
- 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.
- 5. All costs taxed against the insured in the "suit."
- 6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

#### SECTION II - WHO IS AN INSURED

##### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

##### 2. Each of the following is also an insured:

- a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:

##### (1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

##### (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

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you, any of your "employees" or, if you are a partnership or joint venture, by any partner or member.

- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
    - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
    - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
  4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
    - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
    - c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

## SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence."
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - COMMERCIAL GENERAL LIABILITY  
CONDITIONS****1. Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit.**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance.**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"
- (2) That is Fire insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and



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- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit.**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations.**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew.**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

1. "Advertising injury" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:

- (a) Goods or products made or sold by you in the territory described in a. above; or
  - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
- (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work;" or
  - b. Your fulfilling the terms of the contract or agreement.
8. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of an-

other party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, under-pass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection or engineering services.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"
  - b. While it is in or on an aircraft, watercraft or "auto;" or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.  
 However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos."
    - (1) Equipment designed primarily for:
      - (a) Snow removal;
      - (b) Road maintenance, but not construction or resurfacing; or
      - (c) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
13. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.
14. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed.
  - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- c. This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.
15. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
16. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
17. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product;" and
  - b. The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
18. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
19. "Your work" means:
- a. Work or operations performed by you or on your behalf; and
  - b. Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work;" and
  - b. The providing of or failure to provide warnings or instructions.

Date of Issue

Issued At

January 10, 1996

MLR

Hunt Valley

KB

**INSURANCE**  
**Selective**

Policy No. S 1352759

Named Insured: White Oak Inc

(See IL7016 0189)

Address: 1 South Old Baltimore Pike  
Newark, New Castle County  
DE 19702

Standard Time at Location	12:01 a.m.	From 10-11-95 To 10-11-96
Policy Period: of Designated Premises		

Representative: Agent or Broker J.A. Montgomery, Inc. # 4801

Selective Way Insurance Company  
Branchville, New Jersey 07890**Schedule Of Coverage**

- ☒ Commercial Property Coverage
- ☒ Commercial General Liability Coverage
- ☒ Commercial Automobile Coverage
- ☒ Commercial Inland Marine Coverage
- ☐ Commercial Crime Coverage
- ☐ Systems Breakdown Coverage
- ☐ Farm Property Coverage
- ☐ Farm Liability Coverage
- ☐
- ☐
- ☐

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as indicated in this schedule. Insurance is provided only for those coverages for which a specific limit is shown on the attached coverage declarations.

DPP-9

Total Policy

Premium \$ 54,486.00

(This premium may be subject to adjustment)

Countersigned by

JAN 22 1996

ET

Authorized Representative

## POLICY CHANGES

Endorsement #

6

Named Insured:

White Oak Inc

(See IL7016 0189)

Policy Number:

S 1352759

Policy Effective Date:

10/11/95

Endorsement Effective Date:

08/30/96

Changes indicated in this endorsement affect all coverages provided under this

## COMMERCIAL POLICY

The Common Declarations Page is amended to reflect the changes indicated below by an ☒ "X".☐

Amend the Named Insured to read: \_\_\_\_\_

☐

Amend the Insured's Address to read: \_\_\_\_\_

☐

Coverage Parts of this policy are revised as follows:

☐

Add \_\_\_\_\_

☐

Delete \_\_\_\_\_

The Commercial Policy Coverage Schedule is amended to include these changes.

☐

Other Changes

Boothurst LLC is amended to read Boothurst LLC

Pro-Rata Factor:

Number of Days

Total Endorsement Premium:

NIL

11/11/96 /HV/KB

Date of Issue

4801

Agent No.

Authorized Representative Signature



## POLICY CHANGES

Endorsement #

5

Named Insured:

WHITE OAK BUILDERS INC  
(SEE IL7016 0189)

Policy Number: S 1352759

Policy Effective Date: 10/11/95

Endorsement Effective Date: 05/23/96

Changes indicated in this endorsement affect all coverages provided under this  
COMMERCIAL POLICYThe Common Declarations Page is amended to reflect the changes indicated below by an ☒ "X".☐ Amend the Named Insured to read: \_\_\_\_\_☐ Amend the Insured's Address to read: \_\_\_\_\_☐ Coverage Parts of this policy are revised as follows:☐ Add \_\_\_\_\_☐ Delete \_\_\_\_\_

The Commercial Policy Coverage Schedule is amended to include these changes.

☒ Other Changes

THE FOLLOWING NAME IS ADDED TO THE SCHEDULE OF NAMED INSURED:

ROUTE 72, INC

Pro-Rata Factor:  
Number of Days

Total Endorsement Premium: NIL

06/13/96 /HV/MR

Date of Issue

4801

Agent No.

JUN 13 1996

Authorized Representative Signature

Named Insured:

WHITE OAK BUILDERS INC  
(SEE IL7016 0189)

Policy Number: S 1352759

Policy Effective Date: 10/11/95

Endorsement Effective Date: 10/11/95

Changes indicated in this endorsement affect all coverages provided under this

## COMMERCIAL POLICY

The Common Declarations Page is amended to reflect the changes indicated below by an ☒ "X".☐

Amend the Named Insured to read: \_\_\_\_\_

☐

Amend the Insured's Address to read: \_\_\_\_\_

☐

Coverage Parts of this policy are revised as follows:

☐

Add \_\_\_\_\_

☐

Delete \_\_\_\_\_

The Commercial Policy Coverage Schedule is amended to include these changes.

☒

Other Changes

ON THE LIST OF NAMED INSUREDS, THE NAME ST GEORGIA'S TRUST  
IS AMENDED TO READ ST GEORGES TRUST

Pro-Rata Factor:

Number of Days

Total Endorsement Premium:

NIL

02/28/96 /HV/MR

Date of Issue

4801

Agent No.

Authorized Representative Signature



Named Insured:  
WHITE OAK BUILDERS INC  
(SEE IL7016 0189)

Policy Number: S 1352759

Policy Effective Date: 10/11/95

Endorsement Effective Date: 02/19/96

Changes indicated in this endorsement affect all coverages provided under this

COMMERCIAL POLICY

The Common Declarations Page is amended to reflect the changes indicated below by an ☒ "X".

☐ Amend the Named Insured to read: \_\_\_\_\_

☐ Amend the Insured's Address to read: \_\_\_\_\_

☐ Coverage Parts of this policy are revised as follows:

☐ Add \_\_\_\_\_

☐ Delete \_\_\_\_\_

The Commercial Policy Coverage Schedule is amended to include these changes.

☒ Other Changes

THE FOLLOWING NAME IS ADDED TO THE LIST OF NAMED INSURED:

Stone Mill Inc

Pro-Rata Factor:  
Number of Days

Total Endorsement Premium: NIL

02/28/96 /HV/MR

Date of Issue

4801

Agent No.

Authorized Representative Signature

## POLICY CHANGES

Endorsement #

2

Named Insured:

WHITE OAK INC  
(SEE IL7016 0189)

Policy Number: S 1352759

Policy Effective Date: 10/11/95

Endorsement Effective Date: 11/22/95

Changes indicated in this endorsement affect all coverages provided under this

## COMMERCIAL POLICY

The Common Declarations Page is amended to reflect the changes indicated below by an ☒ "X".☒ Amend the Named Insured to read: WHITE OAK BUILDERS INC  
(SEE IL7016 0189)☐ Amend the Insured's Address to read: \_\_\_\_\_  
\_\_\_\_\_☐ Coverage Parts of this policy are revised as follows:☐ Add \_\_\_\_\_☐ Delete \_\_\_\_\_

The Commercial Policy Coverage Schedule is amended to include these changes.

☐ Other ChangesPro-Rata Factor:  
Number of DaysTotal Endorsement Premium: NIL

02/28/96 /HV/MR

Date of Issue

4801

Agent No.

Authorized Representative Signature

POLICY CHANGES

Endorsement # 1

Named Insured:  
WHITE OAK INC  
(SEE IL7016 0189)

Policy Number: S 1352759

Policy Effective Date: 10/11/95

Endorsement Effective Date: 11/02/95

Changes indicated in this endorsement affect all coverages provided under this

COMMERCIAL POLICY

The Common Declarations Page is amended to reflect the changes indicated below by an ☒ "X".

☐ Amend the Named Insured to read: \_\_\_\_\_

☐ Amend the Insured's Address to read: \_\_\_\_\_

☐ Coverage Parts of this policy are revised as follows:

☐ Add \_\_\_\_\_

☐ Delete \_\_\_\_\_

The Commercial Policy Coverage Schedule is amended to include these changes.

☒ Other Changes

THE FOLLOWING NAMES ARE ADDED TO THE LIST OF NAMED INSURED:

Capano Enterprises Inc  
Wyndom Inc

Pro-Rata Factor: 0.940  
Number of Days 343

Total Endorsement Premium: NIL

01/23/96 /HV/MR

Date of Issue

4801

Agent No.

FEB 5 1996

ET

Authorized Representative Signature

## POLICY CHANGES

Endorsement #

Named Insured:	Policy Number: <u>S 1352759</u> Policy Effective Date: _____ Endorsement Effective Date: _____
Coverage Part Affected: <p style="text-align: center;">Common Declaration</p>	
<p style="text-align: center;">CHANGES</p> <p>The above coverage part is hereby amended as follows:</p> <p style="text-align: right;"><i>Page 1 of 3</i></p> <p style="text-align: center;">Named Insured</p> <p>             Environmental Resources Inc              Cranbrook Development Company              Carriage Run Inc              The American Group              Joseph L Capano Builders Inc              Newbury Village Inc              Rt 40 &amp; 7 Venture Inc              Gulls Nest Inc              Capano Builders Inc              Canterbury Village L P              Olde Christiana Management Company Inc              FJM Limited Partnership              Cranbrook Realty              Windover Company              Ken Company              Pro-To-Call Realty Inc              Christiana Concrete Company Inc              J O F R Inc              Tree Lane Associates Inc              Hawks Nest Inc              77 Associates Inc              Buttonwood Enterprises Inc              Wellington Woods Maintenance Corp              Kensington Maintenance Corp              Valley Road Maintenance Assoc              Lakeside Maintenance Assoc              Capano Enterprises Inc              J L Capano Inc           </p>	

Date of Issue

Agent No.

Authorized Representative Signature

Named Insured:

Policy Number: S 1352759

Policy Effective Date:

Endorsement Effective Date:

Coverage Part Affected:

Common Declaration

CHANGES

The above coverage part is hereby amended as follows:

Page 2063

Named Insured

White Oak Builders Inc  
Harmony Crest Inc  
Soya Inc  
Texaco Inc  
Bass Properties Inc  
Golden Acres Inc  
Open Spaces Inc  
Oak Run Inc  
Christiana Ventures Inc  
JYD Inc  
Penn Manor Inc  
Clair Manor Inc  
J L Capano Realty Inc  
Olde Christiana Concrete Company Inc  
Capano Communities Inc  
Pemberley Inc  
Black Horse Realty Inc  
9244 Inc  
Capko Custom Homes Inc  
Rutledge Builders Inc  
JNC Inc  
Caplem Inc  
Westbridge Inc  
~~Boothurst LLC~~ Boothhurst LLC  
Del Investments Inc  
600 Delaware Avenue Inc  
Rivers End Inc  
Smalleys Dam Venture Inc  
Capano Enterprises Inc  
Wyndome, Inc

Date of Issue

Agent No.

Authorized Representative Signature

## POLICY CHANGES

Endorsement #

Named Insured:

Policy Number: S 1352759

Policy Effective Date:

Endorsement Effective Date:

Coverage Part Affected:

## Common Declaration

## CHANGES

The above coverage part is hereby amended as follows:

Page 3063

## Named Insured

Salem Trace Inc  
 J L Capano Realtor  
 Grady Inc  
 Christiana Excavating Company Inc  
 Genesis Land Development  
 Genesis Masonry Sand Products  
 Kensington Inc  
~~St. Georges Trust~~ *St Georges Trust*  
 Raven Glen Inc  
 Wellington Trust  
 Springfield Maintenance Assoc  
 Rutledge Maintenance Assoc  
 Clair Manor Maintenance Assoc  
 Bear Crossing Ltd  
 Route 13 Associates Inc  
 Cromwell Properties Inc  
 Cotswold Builders Inc  
 Richards Lane Inc  
 Wellington Group Inc  
 Industry 40  
 Bellwether Manor Inc  
 Rutledge II Associates Inc  
 Hodav Inc  
 Fox Run Maintenance Assoc  
 Springfields Inc  
 Springfields Ventures Inc  
 Bear Trac LLC  
 Glasgow Farms LLC  
 Route 7 & Joint LLC

*Stone Mill Inc*  
*Route 72 Inc*

Date of Issue

Agent No.

Authorized Representative Signature

## POLICY CHANGES

Endorsement #

Named Insured: White Oak Inc (See IL7016 0189)	Policy Number: S 1352759  Policy Effective Date: 10/11/95  Endorsement Effective Date: 08/30/96
Coverage Part Affected:  COMMERCIAL GENERAL LIABILITY	
CHANGES	
The above coverage part is hereby amended as follows:  ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS, CG2010 1093, IS ADDED PER THE ATTACHED	
TOTAL ENDORSEMENT PREMIUM: NIL	

10%

STANDARD  
COMMISSION  
EXCEPTION11/11/96 /HV/KB  
Date of Issue4801  
Agent No.

Authorized Representative Signature

POLICY NUMBER: S 1352759

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

NEW CASTLE COUNTY DEPARTMENT OF PUBLIC WORKS  
ROOM 130  
2701 CAPITOL TRAIL  
NEWARK, DE 19711

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.



**POLICY CHANGES**Endorsement # 8

Named Insured:

WHITE OAK BUILDERS INC

SEE IL7016 0189

Policy Number: S 1352759Policy Effective Date: 10/11/95Endorsement Effective Date: 05/23/96

Coverage Part Affected

**COMMERCIAL GENERAL LIABILITY****CHANGES****10% STANDARD  
COMMISSION  
EXCEPTION**

The above coverage part is hereby amended as follows:

VACANT BUILDINGS - NOT FACTORIES - OTHER THAN  
NOT-FOR-PROFIT (T-001)  
LOC 32A: 2160 NEW CASTLE AVENUE  
NEW CASTLE, NEW CASTLE COUNTY, DE 19720

ADD:	68606	31,035 (A)	10.046	INCL	(334)	(336)
			PRO RATA		312	INCLUDED
					120	INCLUDED

(334) 120 A.P.

(336)

Pro Rata Factor: 0.386

Number Days: 141

Additional Premium: \$12006/13/96 /HV/MR

Date of Issue

4801

Agent No.

**JUN 13 1996**

Authorized Representative Signature

**POLICY CHANGES**

Endorsement # 7

Named Insured: <b>WHITE OAK BUILDERS INC</b> (SEE IL7016 0189)	Policy Number: <u>S 1352759</u>
	Policy Effective Date: <u>10/11/95</u>
	Endorsement Effective Date: <u>03/23/96</u>

Coverage Part Affected

**COMMERCIAL GENERAL LIABILITY**

**CHANGES**

The above coverage part is hereby amended as follows:

**10%  
STANDARD  
COMMISSION  
EXCEPTION**

**REAL ESTATE DEVELOPMENT PROPERTY  
(T-001)  
LOC 31A: STRIPER RUN, WATERMAN ESTATES  
ROCK HALL, KENT COUNTY, MD 21661**

ADD:	47051	10 (T)	21.333	INCL	(334) 213	(336) INCLUDED
				PRO RATA	118	INCLUDED

(334) 118 A.P.  
(336)  
Pro Rata Factor: 0.553  
Number Days: 202  
Additional Premium: \$118

06/13/96 /HV/MR  
Date of Issue

4801  
Agent No.

JUN 13 1996  
Authorized Representative Signature  
*- A.C.P. -*

## POLICY CHANGES

Endorsement #

6

Named Insured:  
WHITE OAK BUILDERS INC  
(SEE IL7016 0189)

Policy Number: S 1352759

Policy Effective Date: 10/11/95

Endorsement Effective Date: 01/25/96

Coverage Part Affected

## COMMERCIAL GENERAL LIABILITY

## CHANGES

10%

STANDARD  
COMMISSION  
EXCEPTION

The above coverage part is hereby amended as follows:

MODEL HOMES (T-001)  
LOC 30A: LOT 13, BELLWETHER MANOR  
BEAR, NEW CASTLE COUNTY, DE

ADD:	46362	1 (U)	95.659	INCL	(334)	(336)
			PRO RATA		96	INCLUDED
					68	INCLUDED

(334) 68 A.P.  
(336)  
Pro Rata Factor: 0.704  
Number Days: 257  
Additional Premium: \$68

02/29/96 /HV/MR  
Date of Issue

4801  
Agent No.

Authorized Representative Signature

B

## POLICY CHANGES

Endorsement #

5

Named Insured:

WHITE OAK BUILDERS INC  
(SEE IL7016 0189)

Policy Number: S 1352759

Policy Effective Date: 10/11/95

Endorsement Effective Date: 12/01/95

Coverage Part Affected

## COMMERCIAL GENERAL LIABILITY

## CHANGES

10%

STANDARD  
COMMISSION  
EXCEPTION

The above coverage part is hereby amended as follows:

## MODEL HOMES

LOC 25A: 104 SHIM CIRCLE, LIMESTONE,  
WILMINGTON, NEW CASTLE COUNTY, DE

DELETE:	46362	1 (U)	95.659	INCL	(334) 96	(336) INCLUDED
				PRO RATA	83	INCLUDED

## MODEL HOMES (T-001)

LOC 29A: LOT 14, BELLWETHER MANOR,  
BEAR, NEW CASTLE COUNTY, DE

ADD:	46362	1 (U)	95.659	INCL	96	INCLUDED
				PRO RATA	83	INCLUDED

Pro Rata Factor: 0.860

Number Days: 314

Total Endorsement Premium: NIL

02/29/96 /HV/MR

Date of Issue

4801

Agent No.

Authorized Representative Signature

Bo

Named Insured:

WHITE OAK BUILDERS INC  
(SEE IL7016 0189)

Policy Number: S 1352759

Policy Effective Date: 10/11/95

Endorsement Effective Date: 11/30/95

Coverage Part Affected

COMMERCIAL GENERAL LIABILITY

10%

STANDARD  
COMMISSION  
EXCEPTION

## CHANGES

The above coverage part is hereby amended as follows:

WAREHOUSES - PRIVATE - OTHER THAN  
NOT-FOR-PROFIT  
LOC 2A: 60 RAILROAD AVENUE, BEAR,  
NEW CASTLE COUNTY, DE

DELETE:	68706	1,500 (A)	21.334	INCL	(334)	(336)
				PRO RATA	32	INCLUDED
					28	INCLUDED

WAREHOUSES - PRIVATE - OTHER THAN  
NOT-FOR-PROFIT (T-001)  
LOC 28A: 402 CONNER BLVD., INDUSTRY 40,  
PULASKI, BEAR, NEW CASTLE COUNTY, DE

ADD:	68706	1,000 (A)	21.334	INCL	21	INCLUDED
				PRO RATA	18	INCLUDED

(334) 10 R.P.

(336)

Pro Rata Factor: 0.863

Number Days: 315

Return Premium: \$10

02/29/96 /HV/MR  
Date of Issue4801  
Agent No.

Authorized Representative Signature

B

**POLICY CHANGES**

Endorsement # 3

Named Insured: <b>WHITE OAK BUILDERS INC</b> (SEE IL7016 0189)	Policy Number: <u>S 1352759</u>
	Policy Effective Date: <u>10/11/95</u>
	Endorsement Effective Date: <u>11/22/95</u>

Coverage Part Affected

**COMMERCIAL GENERAL LIABILITY**

**10%**

**STANDARD  
COMMISSION  
EXCEPTION**

**CHANGES**

The above coverage part is hereby amended as follows:

**MODEL HOMES (T-001)**  
**LOC 27A: LOT 140, LEA EARA FARMS**  
**MIDDLETOWN, DE**

ADD:	46362	1 (U)	95.659	INCL	(334) 96	(336) INCLUDED
				PRO RATA	85	INCLUDED

(334) 85 A.P.  
(336)  
Pro Rata Factor: 0.885  
Number Days: 323  
Additional Premium: \$85

02/28/96 /HV/MK  
Date of Issue

4801  
Agent No.

\_\_\_\_\_  
Authorized Representative Signature

*Bo*

**POLICY CHANGES**

Endorsement # 2

Named Insured:  
 WHITE OAK BUILDERS INC  
 (SEE IL7016 0189)

Policy Number: S 1352759

Policy Effective Date: 10/11/95

Endorsement Effective Date: 10/11/95

Coverage Part Affected

COMMERCIAL GENERAL LIABILITY

10%

**STANDARD  
 COMMISSION  
 EXCEPTION**

**CHANGES**

The above coverage part is hereby amended as follows:

MODEL HOMES  
 LOC 9A: WELLINGTON WOODS, OFF ROUTE 40,  
 BEAR, NEW CASTLE COUNTY, DE

DELETE:	46362	1 (U)	95.659	INCL	(334) 96	(336) INCLUDED
---------	-------	-------	--------	------	-------------	-------------------

MODEL HOMES  
 LOC 23A: 102 RICHARD LANE, WILMINGTON,  
 NEW CASTLE COUNTY, DE

DELETE:	46362	1 (U)	95.659	INCL	96	INCLUDED
---------	-------	-------	--------	------	----	----------

	(334)	192	R.P.
	(336)		
Pro Rata Factor:	1.000		
Number Days:	365		
Return Premium:		\$192	

02/28/96 /HV/MR  
 Date of Issue

4801  
 Agent No.

\_\_\_\_\_  
 Authorized Representative Signature



## POLICY CHANGES

Endorsement # 1

Named Insured:  
WHITE OAK BUILDERS INC

Policy Number: S 1352759

Policy Effective Date: 10/11/95

Endorsement Effective Date: 10/11/95

Coverage Part Affected:

## COMMERCIAL GENERAL LIABILITY

## CHANGES

The above coverage part is hereby amended as follows:

THE ADDRESS OF LOCATION 11A IS AMENDED TO READ AS FOLLOWS:  
SUMMIT BRIDGE ROAD, CENTRAL, MIDDLETOWN, NEW CASTLE COUNTY, DE

TOTAL ENDORSEMENT PREMIUM: NIL

02/28/96 /HV/MR

Date of Issue

4801

Agent No.

Authorized Representative Signature

INSURANCE  
**Selective**

*Snf.60*

Case 1:05-cv-00309-KAD Document 1-3 Filed 05/18/2005 Page 49 of 81

Replaces Pol.#

\$ 3208281

Policy Number: S 1352759

Policy Effective Date: 10-11-95

Coverage Effective Date:

(Same as Policy Effective Date unless otherwise shown.)

Named Insured is: ☐ Individual ☒ Corporation

☐ Partnership ☐ Joint Venture

☐ Other

Business of Named Insured: Carpentry Contractor

*10%*

**STANDARD  
COMMISSION  
EXCEPTION**

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

**Coverage Schedule**

Coverage	Limits
General Aggregate Limit (Other than Products-Completed Operations)	\$2,000,000.
Products-Completed Operations Aggregate Limit	\$2,000,000.
Personal and Advertising Injury Limit	\$1,000,000.
Each Occurrence Limit	\$1,000,000.
Fire Damage Limit	\$ 50,000. ANY ONE FIRE
Medical Expense Limit	\$ 5,000. ANY ONE PERSON

**Forms and Endorsements:**

F-639 (3/87)

Form 943(3/86)

IL0021 1194

CG2010 1185

IL0017 1185

CG7032 0490

CG0001 1188

CG2147 0989

CG2150 0989

CG2503 1185

CG2504 1185

Premium \$ 13,979.00

(This premium may be subject to adjustment.)

This Schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below:

☒ Commercial General Liability ☐ Products/Completed Operations  
☐ Owners and Contractors Protective Liability ☐ Liquor Liability  
☐

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
<b>CARPENTRY - CONSTRUCTION OF RESIDENTIAL PROPERTY NOT EXCEEDING THREE STORIES IN HEIGHT</b>  <b>Loc 1A: 1 S Old Baltimore Pike, Newark, New Castle County, DE</b>  <b>CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH BUILDING CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION - ONE OR TWO FAMILY DWELLINGS</b>  <b>Loc 1B: See Loc 1A</b>  <b>WAREHOUSES - PRIVATE - OTHER THAN NOT-FOR-PROFIT</b>  <b>Loc 2A: 60 Railroad Avenue Bear, New Castle Co., DE</b>	91340#	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units  600,000.00 (p)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit  9.110	2.824	5,466.00	1,694.00
	91583	3,500,000.00 (c)	0.243	0.516	851.00	1,806.00
	68706	1,500.00 (a)	21.334	INCL.	32.00	INCL.

Minimum Premium \$ 208.00 / \$ 312.00 Total Advance Premium \$ Cont Cont

Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address)  
 See Above Schedule

Your Interest In These Premises: ☒ Owner ☐ General Lessee ☐ Tenant ☐

Part You Occupy: Portion

This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.

This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below:

- ☒ Commercial General Liability      ☐ Products/Completed Operations  
☐ Owners and Contractors Protective Liability      ☐ Liquor Liability  
☐

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
<b>VACANT LAND - OTHER THAN NOT-FOR-PROFIT</b>  <b>Loc 3A: Summit Bridge Road, East, Middletown, New Castle Co, DE</b>	49451#	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres  173.00 (t)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  3.318	INCL.	574.00	INCL.
<b>DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY)</b>  <b>Loc 3B: See Loc 3A</b>	63010	1.00 (u)	25.889	INCL.	26.00	INCL.
<b>VACANT LAND - OTHER THAN NOT-FOR-PROFIT</b>  <b>Loc 5A: Rt 40 &amp; 7, Wawa, Bear New Castle County, DE</b>	49451#	15.00 (t)	3.318	INCL.	50.00	INCL.
<b>Minimum Premium \$ 208.00 / \$ 312.00</b>			<b>Total Advance Premium \$</b>		<b>Cont</b>	<b>Cont</b>
<b>Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address)</b> See Above Schedule						
<b>Your Interest In These Premises: <input checked="" type="checkbox"/> Owner    <input type="checkbox"/> General Lessee    <input type="checkbox"/> Tenant    <input type="checkbox"/></b>						
<b>Part You Occupy: Portion</b>						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below:

☒ Commercial General Liability ☐ Products/Completed Operations  
☐ Owners and Contractors Protective Liability ☐ Liquor Liability  
☐ ☐

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM			
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS		
BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY)- OTHER THAN NOT-FOR-PROFIT  Loc 5B: See Loc 5A	61217	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acre  10,068.00 (a)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  26.876	INCL.	271.00	INCL.		
REAL ESTATE DEVELOPMENT PROPERTY  Loc 6A: Old Airport Road & 195, New Castle Co, DE	47051	3.00 (t)	22.093	INCL.	66.00	INCL.		
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 7A: Taylorstowne, Smalleys Dam Road, Newark, New Castle Co De	494517	19.00 (t)	3.318	INCL.	63.00	INCL.		
Minimum Premium \$ 208.00 / \$ 312.00			Total Advance Premium \$		Cont	Cont		
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule								
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>								
Part You Occupy: Portion								
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.								

<input checked="" type="checkbox"/> Commercial General Liability	<input type="checkbox"/> Products/Completed Operations
<input type="checkbox"/> Owners and Contractors Protective Liability	<input type="checkbox"/> Liquor Liability
	<input type="checkbox"/>

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This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below:

☒ Commercial General Liability ☐ Products/Completed Operations  
☐ Owners and Contractors Protective Liability ☐ Liquor Liability  
☐

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 8A: Rivers End, Smalleys Dam Road, Newark, New Castle Co, DE	49451#	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres  12.00 (t)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  3.318	INCL.	40.00	INCL.
<del>MODEL HOMES</del>  Loc 9A: Wellington Woods, Off Rt 40, Bear, New Castle Co, DE	46362	1.00 (u)	95.659	INCL.	96.00	INCL.
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 9B: See Loc 9A	49451#	40.00 (t)	3.318	INCL.	133.00	INCL.
Minimum Premium \$ 208.00 / \$ 312.00			Total Advance Premium \$		Cont	Cont
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule						
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
Part You Occupy: Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

parts indicated below:

☒ Commercial General Liability ☐ Products/Completed Operations  
☐ Owners and Contractors Protective Liability ☐ Liquor Liability  
☐

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM		
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	
<b>REAL ESTATE DEVELOPMENT PROPERTY</b>  <b>Loc 12A: Rt 1 Rehoboth Shore Estates, Rehoboth, Sussex Co, DE</b>	47051	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre	22.093	INCL.	420.00	INCL.
<b>BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY)- OTHER THAN NOT-FOR-PROFIT</b>  <b>Loc 13A: 467 Airport Road, New Castle Co, DE</b>	61217	4,000.00 (a)	26.876	INCL.	108.00	INCL.	
<b>DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY)</b>  <b>Loc 14A: 800 Ocean Drive, Bethany, Sussex Co, DE</b>	63010	1.00 (u)	25.889	INCL.	26.00	INCL.	
<b>Minimum Premium \$ 208.00 / \$ 312.00</b>			<b>Total Advance Premium \$</b>		<b>Cont</b>	<b>Cont</b>	
<b>Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address)</b> See Above Schedule							
<b>Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/></b>							
<b>Part You Occupy: Portion</b>							
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.							



[X] Commercial General Liability [ ] Products/Completed Operations  
[ ] Owners and Contractors Protective Liability [ ] Liquor Liability  
[ ]

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 15A: Bear-Corbitt Road, Bear, New Castle Co. DE	49451#	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acre  42.00 (t)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  3.318	INCL.	139.00	INCL.
DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY)  Loc 15B: See Loc 15A	63010	1.00 (u)	25.889	INCL.	26.00	INCL.
VACANT LAND - OTHER THAN NOT-FOR-PROFIT  Loc 16A: St Georges Hundred, New Castle Co. DE	49451#	30.00 (t)	3.318	INCL.	100.00	INCL.
Minimum Premium \$ 200.00 / \$ 312.00			Total Advance Premium \$		Cont	Cont
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule						
Your Interest In These Premises: [X] Owner [ ] General Lessee [ ] Tenant [ ]						
Part You Occupy: Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

This Schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below:

☒ Commercial General Liability ☐ Products/Completed Operations  
☐ Owners and Contractors Protective Liability ☐ Liquor Liability  
☐

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
<b>DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY)</b>  Loc 17A: 2569 Dupont Highway, Middletown, New Castle Co, DE	63010	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres 1.00 (u)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre 25.889	INCL.	26.00	INCL.
<b>REAL ESTATE DEVELOPMENT PROPERTY</b>  Loc 20A: 1911 Kirkwood Highway, Newark, New Castle Co, De	47051	6.50 (t)	22.093	INCL.	144.00	INCL.
<b>VACANT LAND - OTHER THAN NOT-FOR-PROFIT</b>  Loc 20B: See Loc 20A	49451#	10.00 (t)	3.318	INCL.	33.00	INCL.
<b>Minimum Premium \$</b> 208.00 / \$ 312.00			<b>Total Advance Premium \$</b>		Cont	Cont
<b>Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address)</b> See Above Schedule						
<b>Your Interest In These Premises:</b> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
<b>Part You Occupy:</b> Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.

This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below:

☒ Commercial General Liability ☐ Products/Completed Operations  
☐ Owners and Contractors Protective Liability ☐ Liquor Liability  
☐

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
		a) Area c) Total Cost p) Payroll s) Gross Sales u) Units	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit			
MODEL HOMES  Loc 24A: 2 Hillary Circle, Bear Crossing, New Castle Co, De	46362	1.00 (u)	95.659	INCL.	96.00	INCL.
MODEL HOMES  Loc 26A: 308 Hackberry Drive, Rutledge, Bear, New Castle Co, DE	46362	1.00 (u)	95.659	INCL.	96.00	INCL.
MODEL HOMES  Loc 25A: 104 Shinn Circle, Limestone, Milmington, New Castle Co, De	46362	1.00 (u)	95.659	INCL.	96.00	INCL.

Minimum Premium \$ 208.00 / \$ 312.00 Total Advance Premium \$ Cont Cont

Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address)

See Above Schedule

Your Interest In These Premises: ☒ Owner ☐ General Lessee ☐ Tenant ☐

Part You Occupy: Portion

This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.

This schedule lists classifications, exposures, rates and premiums for those coverage parts indicated below:

☒ Commercial General Liability ☐ Products/Completed Operations  
☐ Owners and Contractors Protective Liability ☐ Liquor Liability  
☐

CLASSIFICATION	CLASS CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS	PREMISES - OPERATIONS	PRODUCTS - COMPLETED OPERATIONS
<b>DWELLINGS - ONE-FAMILY (LESSOR'S RISK ONLY)</b>  Loc 18A: 4 Highland Way. Newark, New Castle Co., De	63010	a) Area c) Total Cost p) Payroll s) Gross Sales u) Units t) Acres  1.00 (u)	a) per 1000 square feet c) per \$1000 of Cost p) per \$1000 of Payroll s) per \$1000 of Sales u) per Unit t) per Acre  25.889	INCL.	26.00	INCL.
<b>REAL ESTATE DEVELOPMENT PROPERTY</b>  Loc 19A: Stone Mill Development, Bear, New Castle Co., De	47051	32.00 (t)	22.093	INCL.	707.00	INCL.
<b>MODEL HOMES</b>  Loc 4A: Lot 24, 5 West Richards Lane, Wilmington, New Castle Co., DE	46362	1.00 (u)	95.659	INCL.	96.00	INCL.
Minimum Premium \$ 208.00 / \$ 312.00					Total Advance Premium \$ 10,479.00	
Location Of All Premises You Own, Rent or Control: (Enter Same if same as Address) See Above Schedule						
Your Interest In These Premises: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> General Lessee <input type="checkbox"/> Tenant <input type="checkbox"/>						
Part You Occupy: Portion						
This Schedule lists all your premises, operations and other exposures, as they exist as of the Coverage Effective Date.						

*Cont* *Cont*

## COMMERCIAL GENERAL LIABILITY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

**SECTION I - COVERAGES****COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory;" and
  - (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

**2. Exclusions.**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - (1) Assumed in a contract or agreement that is an "insured contract;" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
  - (2) That the insured would have in the absence of the contract or agreement.
- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
  - (1) Causing or contributing to the intoxication of any person;
  - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- d. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- e. "Bodily injury" to:
  - (1) An employee of the insured arising out of and in the course of employment by the insured; or

COMMERCIAL GENERAL LIABILITY  
COVERAGE FORM

- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

- f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
- (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
- (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost, or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollutants; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
- (a) Less than 26 feet long; and
- (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or



COMMERCIAL GENERAL LIABILITY  
COVERAGE FORM

- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8).
- h. "Bodily injury" or "property damage" arising out of:
- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
  - (2) The use of "mobile equipment" in or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
- i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
- j. "Property damage" to:
- (1) Property you own, rent, or occupy;
  - (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  - (3) Property loaned to you;
  - (4) Personal property in the care, custody or control of the insured;
  - (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
  - (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- k. "Property damage" to "your product" arising out of it or any part of it.
- l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."
- This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work;" or
  - (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- (1) "Your product;"
  - (2) "Your work;" or
  - (3) "Impaired property;"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).



COMMERCIAL GENERAL LIABILITY  
COVERAGE FORM**COVERAGE B. PERSONAL AND ADVERTISING  
INJURY LIABILITY****1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage part applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

**b. This insurance applies to:**

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions.**

This insurance does not apply to:

**a. "Personal injury" or "advertising injury:"**

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**b. "Advertising injury" arising out of:**

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

**COVERAGE C. MEDICAL PAYMENTS****1. Insuring Agreement.**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid at the time of an accident;

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- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions.**

We will not pay expenses for "bodily injury:"

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included with in the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

We will pay, with respect to any claim or "suit" we defend:

- 1. All expenses we incur.
- 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.

- 5. All costs taxed against the insured in the "suit."
- 6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**SECTION II - WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
  - a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:
    - (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
    - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or

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- (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
  - b. Any person (other than your employee), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
    - a. "Bodily injury" to a co-employee of the person driving the equipment; or
    - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
  4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

**SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence."

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6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS****1. Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Claim Or Suit.**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place; and
- (2) The names and addresses of any injured persons and witnesses.
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance.**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

COMMERCIAL GENERAL LIABILITY  
COVERAGE FORM**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage Builder's Risk, Installation Risk or similar coverage for "your work;"
- (2) That is Fire insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and selfinsured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit.**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations.**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew.**

If we decide not to renew this coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.



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If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

1. "Advertising injury" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work;" or
  - b. Your fulfilling the terms of the contract or agreement.
6. "Insured contract" means:
  - a. A lease of premises;
  - b. A sidetrack agreement;
  - c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 An "insured contract" does not include that part of any contract or agreement:
  - a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

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- (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- c. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in a. above and supervisory, inspection or engineering services; or
- d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
7. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."
8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"
- (1) Equipment designed primarily for:
- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing;
- (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
10. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

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11. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed.
  - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- c. This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
  - (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.
12. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.
13. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
14. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled distributed or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product;" and
  - b. The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
15. "Your work" means:
- a. Work or operations performed by you or on your behalf; and
  - b. Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work;" and
  - b. The providing of or failure to provide warnings or instructions.



All Coverage Parts included in this policy are subject to the following conditions.

#### A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### E. PREMIUMS

The first Named Insured shown in the Declarations;

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

#### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

# AMENDMENT OF LIQUOR LIABILITY EXCLUSION

## COMMERCIAL GENERAL LIABILITY

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion c. of COVERAGE A (Section 1) is replaced by the following:

- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
  - (1) Causing or contributing to the intoxication of any person;
  - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license;
  - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

## POLLUTION EXCLUSION

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of the policy unless otherwise stated.

It is agreed that each and every exclusion and any exception(s) to such exclusion forming a part of this policy and relating to the discharge, dispersal release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants are replaced in their entirety by the following exclusion:

The Company shall have no obligation under this policy (1) to investigate, settle or defend any claim or suit against any insured alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the **pollution hazard**; or (2) to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage; or (3) for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured, including but not limited to any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize irritants, contaminants or pollutants.

**"Pollution hazard"** means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal pollutants, contaminants, irritants or toxic substances, including smoke, vapors, soot, fumes, acids or alkalis, and waste materials consisting of or containing any of the foregoing arising out of the discharge, dispersal or release or escape of any of the aforementioned irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water. Waste material includes any materials which are intended to be or have been recycled, reconditioned or reclaimed.

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

The following is added to COMMERCIAL GENERAL LIABILITY COVERAGE (Section IV):

**Motor Vehicle Laws - Mobile Equipment**

With respect to "mobile equipment" to which this coverage applies, we will also provide the insurance required by any motor vehicle insurance law for uninsured motorists or underinsured motorists. Such insurance for uninsured motorists or underinsured motorists will be subject to the Each Occurrence Limit shown in the Declarations.

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF  
TRANSPORTATION  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage:"

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed,

handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "Special nuclear material" or "by-product material."

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel" or (3) handling processing or packaging "waste;"
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more

than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

**AMENDMENT--AGGREGATE LIMITS OF INSURANCE  
(PER LOCATION)**

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.



**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**EMPLOYMENT - RELATED PRACTICES EXCLUSION****COMMERCIAL GENERAL LIABILITY****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. The following exclusion is added to COVERAGE A (Section 1):
  - a. "Bodily injury" arising out of any:
    - (1) Refusal to employ;
    - (2) Termination of employment;
    - (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
    - (4) Consequential "bodily injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages
- with or to repay someone else who must pay damages because of the injury.
2. The following exclusion is added to COVERAGE B (Section 1):
  - c. "Personal injury" arising out of any:
    - (1) Refusal to employ;
    - (2) Termination of employment;
    - (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
    - (4) Consequential "personal injury" as a result of (1) through (3) above.